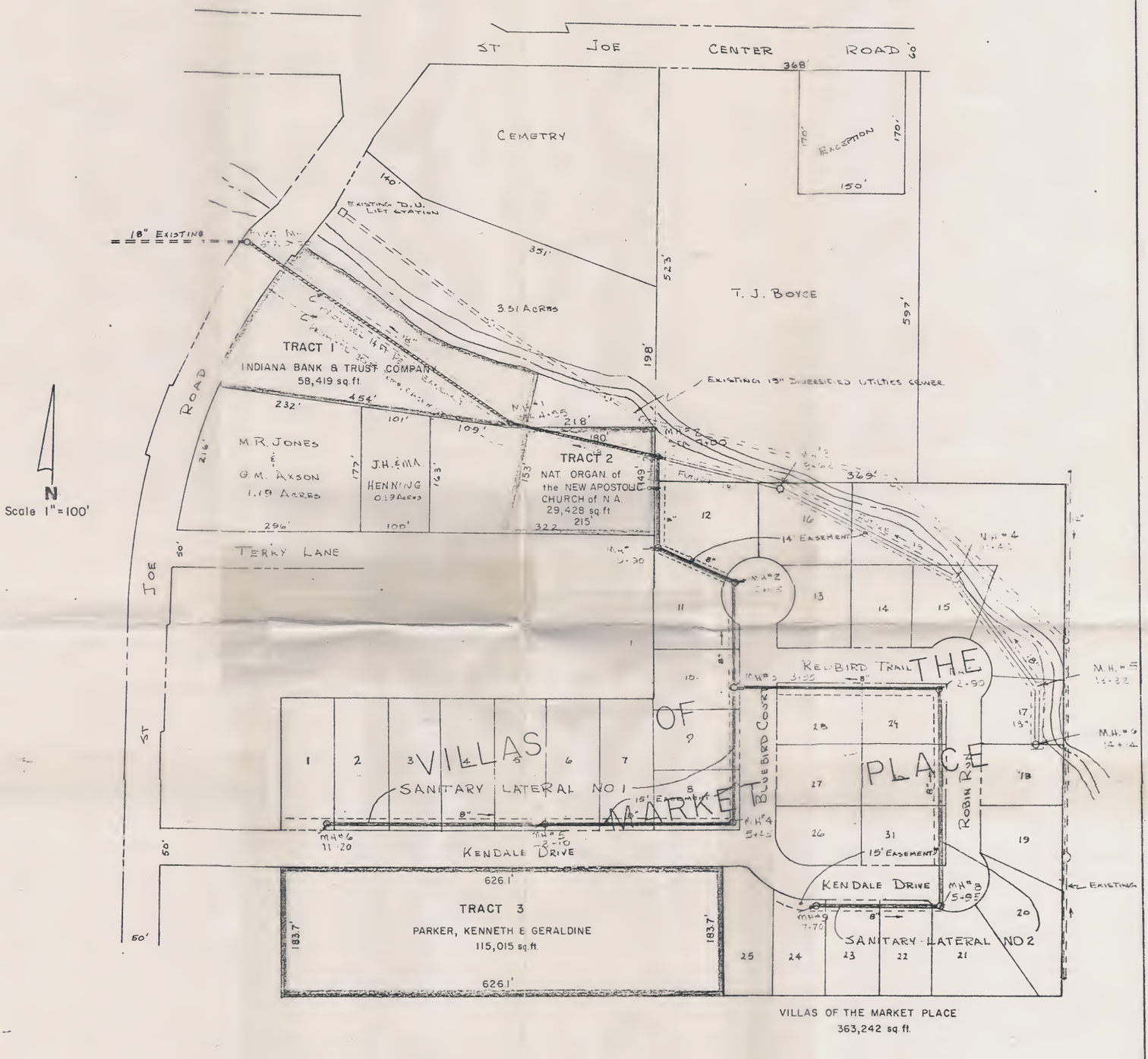


VILLAS OF THE MARKET PLACE
363,242 sq.ft.

# VILLAS OF THE MARKET PLACE
# SANITARY SEWERS

LEGEND

Proposed Offsite Sanitary Sewer 18"
Proposed Onsite Sanitary Sewer 8"
Local Area Benefited

Developer & Michael W. Thomas
Engineer & Ronald L. Bonar & Assoc., Inc.

September 1977

EXHIBIT "A"

3846

BILL NO. S-77-11-05

SPECIAL ORDINANCE NO. S-241-77

AN ORDINANCE approving a contract with Michael W. Thomas for construction of a sanitary sewer.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the contract dated October 24, 1977, between the City of Fort Wayne, by and through its Mayor and the Board of Public Works and Michael W. Thomas, for:

OFF-SITE SEWER

Beginning at an existing manhole located on the west side of St. Joe Road and south of the Schoppman Drain in the area of the Market Place of Canterbury; thence southeasterly along an easement on a property owned by Indiana Bank and Trust Company 455+ feet to a proposed manhole; thence continuing southeasterly along an easement on a property owned by the National Organization of the New Apostolic Church of North America 245+ feet terminating at a proposed manhole located on the northerly extension of the west edge of said Villas of the Market Place Addition. Said sewer shall be eighteen (18) inches in diameter.

ON-SITE SANITARY SEWERS

Sanitary - Lateral No. 1

Beginning at the proposed manhole on the terminus of the aforedescribed Off-Site Sanitary Sewer; thence South 90+ feet to proposed manhole #1 located at the northwest corner of Lot Numbered 11 in said Villas of the Market Place Addition; thence southeasterly 115+ feet to proposed manhole #2 located in the cul-de-sac on Bluebird Court; thence southerly along the easement along the west side of Bluebird Court 340+ feet to proposed manhole #4 located on the north side of Kendale Drive; thence westerly along an easement along the north side of Kendale Drive 575+ feet, terminating at proposed manhole #6 located at the southeast corner of Lot Numbered 1 in said addition.

Said sewer shall be eight (8) inches in diameter.

Sanitary - Lateral No. 2

Beginning at proposed manhole #3 located on the aforedescribed Lateral No. 1 in the east side of Lot Numbered 10 in said addition; thence easterly in an easement along the south side of Redbird Trail 289+ feet to proposed manhole #7 located at the northeast corner of Lot Numbered 29 in said addition; thence southerly along an easement on the west side of Robin Run 305+ feet to proposed manhole #8; thence westerly in an easement along the south side of Kendale Drive 175+ feet terminating at the proposed manhole located at the northeast corner of Lot Numbered 24 in said addition.

Said sewer shall be eight (8) inches in diameter.

APPROVED AS TO FORM
AND LEGALITY,

of which the developer shall pay the entire cost and expense of the construction of said sewer, and the City agrees to pay the Developer (within twenty (20) days after City acceptance) the cost of oversizing which is herein established at $5,189.50, and the Developer shall pay the balance of the cost of said Sewer, all as more particularly set forth in said contract which is on file in the Office of the Board of Public Works and is by reference incorporated herein, made a part hereof and is hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Councilman

Read the first time in full and on motion by Moses, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on [illegible] Parks & Public Works (~~and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice,~~ at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19__, at _____ o'clock ____ M., E.S.T.

DATE: 11-8-77

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Moses, seconded by Hinga, and duly adopted, placed on its passage.

PASSED (~~LOST~~) by the following vote:

| | AYES | NAYS | ABSTAINED | ABSENT | TO-WIT: |
|---|---|---|---|---|---|
| TOTAL VOTES | 9 | | | | |
| BURNS | ✓ | | | | |
| HINGA | ✓ | | | | |
| HUNTER | ✓ | | | | |
| MOSES | ✓ | | | | |
| NUCKOLS | ✓ | | | | |
| SCHMIDT, D. | ✓ | | | | |
| SCHMIDT, V. | ✓ | | | | |
| STIER | ✓ | | | | |
| TALARICO | ✓ | | | | |

DATE: 11-22-77

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) No. S-241-77 on the 22nd day of November, 1977

ATTEST: (SEAL)

Charles W. Westerman
CITY CLERK

John Nuckols
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 23rd day of November, 1977, at the hour of 11:00 o'clock A M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 25th day of November, 1977, at the hour of 10:00 o'clock _____ M., E.S.T.

Robert E. Armstrong
MAYOR

Bill No. S-77-11-05

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on PUBLIC WORKS to whom was referred an Ordinance approving a contract with Michael W. Thomas for construction of a sanitary sewer

have had said Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance Do PASS.

WINFIELD C. MOSES, JR. - CHAIRMAN

DONALD J. SCHMIDT

VIVIAN G. SCHMIDT

PAUL M. BURNS

SAMUEL TALARICO

DATE 11-22-77 CONCURRED IN

CHARLES W. WESTERMAN, CITY C

HOFFMAN, MOPPERT & SOLOMON
ATTORNEYS AT LAW
SUITE 1212 ANTHONY WAYNE BANK BUILDING
FORT WAYNE, INDIANA 46802

JOHN E. HOFFMAN
EDWARD J. MOPPERT
JAMES R. SOLOMON
ROBERT J. SCHMOLL, JR.

JOHN C. HOFFMAN (1960)

TELEPHONE 423-3331
AREA CODE 219

October 21, 1977

City Council of the City
of Fort Wayne
City-County Building
Fort Wayne, Indiana

ATTENTION: Utility Committee - Mike Burns

Gentlemen and Mrs. Schmidt:

My client, Michael W. Thomas, is in the process of developing thirty-one (31) lots in the area known as Villas of the Market Place, and is in desperate need of your immediate prior approval of a Sewer Extension Agreement, approved by the Board of Public Works.

Mr. Thomas advises that there are eleven (11) building sites sold in said subdivision and three (3) completed units. In each instance, the purchasers of the completed units are living in temporary quarters, patiently awaiting the installation of the off-site sewer.

In view of the extreme urgency, we respectfully request that you give prior approval of this Extension Agreement, so that my client may immediately proceed with the completion of this improvement.

Respectfully,

HOFFMAN, MOPPERT & SOLOMON

Edward J. Moppert

EJM/kaz

BY: Edward J. Moppert

ep

APPROVED:

MEMBERS OF THE COMMON COUNCIL

ATTEST: Charles W. Westerman

CHARLES W. WESTERMAN, CLERK

# Memorandum

To Board of Public Works Date October 21,1977

From Philip R. Boller,P. E.

Subject Villas of the Marketplace (Canterbury Villas)-Sanitary Sewer
B.O. 85-77

COPIES TO:

Council 10/18

Attached for your approval and execution is the necessary sewer agreement for the above mentioned project in triplicate forms.

In our review of the local needs for sanitary sewer service, it was noted that over sizing should be for future area. The total amount of over sizing is $5,189.50 which will be collected as tap-in fees for the area to the south which is fringe area. This is all in accord with our master planning.

If there are any questions, please feel free to contact Mr. Wickensheimer or the undersigned.

Very truly yours,

Philip R. Boller,P.E.
Chief Water Pollution Control Engineer

PRB/CW/rh
attachments

BOARD OF PUBLIC WORKS
RECEIVED
OCT 2 1977

NOTED
P.W.
E.H.L.
M.G.S.
Date

65-112-8 H.I 10/24/77

65-112-8 H.I
10/24/77

AGREEMENT

SEWER EXTENSION

THIS AGREEMENT, made in triplicate this 24th day of October, 1977, by and between MICHAEL W. THOMAS, 1715 Old Lantern Trail, Fort Wayne, Indiana, hereinafter referred to as the "Developer", and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, hereinafter referred to as "City", WITNESSETH:

WHEREAS, the Developer is developing approximately eleven (11) acres consisting of Thirty-one (31) lots and recorded as Villas of the Market Place, and

WHEREAS, the Developer is desirous of extending the City sanitary sewers to serve said Addition, and

WHEREAS, the Developer has had detailed engineering plans and specifications prepared for the extension of City sanitary sewers to serve said Addition, and

WHEREAS, said plans have been reviewed and approved by the City and designed to incorporate the City's request for oversizing and lowering to allow for future expansions, and

WHEREAS, the Developer obtained bids on said project, and the City and Developer are ready to construct said sewers commonly known as "Villas of the Market Place Off-Site and On-Site Sanitary Sewers", hereinafter referred to as "Sewer", and is described as follows:

OFF-SITE SEWER

Beginning at an existing manhole located on the west side of St. Joe Road and south of the Schoppman Drain in the area of the Market Place of Canterbury; thence southeasterly along an easement on a property owned by Indiana Bank and Trust Company 455± feet to a proposed manhole; thence continuing southeasterly along an easement on a property owned by the National Organization of the New Apostolic Church of North America 245± feet terminating at a proposed manhole located on the northerly extension of the west edge of said Villas of the Market Place Addition. Said sewer shall be eighteen (18) inches in diameter.

ON-SITE SANITARY SEWERS

Sanitary - Lateral No. 1

Beginning at the proposed manhole on the terminus of the aforedescribed Off-Site Sanitary Sewer; thence South 90± feet to proposed manhole #1 located at the northwest corner of Lot Numbered 11 in said Villas of the Market Place Addition; thence southeasterly 115± feet to proposed manhole #2 located in the cul-de-sac on Bluebird Court; thence southerly along the easement along the west side of Bluebird Court 340± feet to proposed manhole #4 located on the north side of Kendale Drive; thence westerly along an easement along the north side of Kendale Drive 575± feet, terminating at proposed manhole #6 located at the southeast corner of Lot Numbered 1 in said addition.

Said sewer shall be eight (8) inches in diameter.

Sanitary - Lateral No. 2

Beginning at proposed manhole #3 located on the aforedescribed Lateral No. 1 in the east side of Lot Numbered 10 in said addition; thence easterly in an easement along the south side of Redbird Trail 290± feet to proposed manhole #7 located at the northeast corner of Lot Numbered 29 in said addition; thence southerly along an easement on the west side of Robin Run 305± feet to proposed manhole #8; thence westerly in an easement along the south side of Kendale Drive 175± feet terminating at the proposed manhole located at the northeast corner of Lot Numbered 24 in said addition.

Said Sewer shall be eight (8) inches in diameter.

Said Sewer to be constructed in accordance with the plans, specifications, and profiles as prepared by Ronald L. Bonar and Associates, Inc., and approved by the Water Pollution Control Engineering Department, and on file at this time in the Office of the Board of Public Works. Said project commonly known as the Villas of the Market Place Off-Site and On-Site Sanitary Sewer, Board Order #85-77. Said plans, specifications and profiles are by reference incorporated herein and made a part hereof.

WHEREAS, the cost of construction of the Off-Site Sanitary Sewer is represented to be $20,057.50; which is composed of $17,057.50 construction cost, $700.00 inspection cost, $2,000.00 engineering cost, and $300.00 agreement fees, and

WHEREAS, the cost of the On-Site Sanitary Sewer is represented to be $26,119.00; which is composed of $21,403.00 construction cost, $616.00 inspection cost, $4,000.00 engineering cost, and $100.00 agreement fees.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF SEWER

The Developer shall cause said Sewer to be constructed and located in accordance with said plans, specifications and profiles on file with the City. All work and materials shall be subject to inspection by the City and right of City to halt construction if there shall be non-compliance therewith. Said Sewer shall not be deemed permanently connected into the sewer system of the City until final acceptance by City. Notwithstanding the above, the Developer may place in service a portion of the project before the entire project is completed, providing said portion is completed in accordance with said plans and specifications. Upon completion, said Sewer shall become the property of City, and City shall accept sewage therefrom, subject to such sewage service charges as may now or hereafter be regularly established by

City, and all further maintenance thereafter shall be borne by City.

2. COST OF CONSTRUCTION

The Developer agrees to pay the entire cost and expense of construction of said Sewer, in cash, including City engineering and inspection fees, and to hold the City harmless from any liability for claims connected therewith. The City agrees to pay the Developer (within twenty (20) days after City acceptance) the cost of oversizing which is herein established at $5,189.50, and Developer shall pay the balance of the cost of said Sewer.

3. AREA OF OWNER

Said Sewer, when accepted by the City, will serve the following described real estate which is now owned or under contract purchase by Developer: Lots Numbered 1 through 31, inclusive, in the Villas of the Market Place.

4. CHARGES AGAINST EXCESS AREA

Said Sewer, when constructed, will serve additional or excess area, identified as "Local Area Benefited" on attached Exhibit "A".

5. LOCAL CONNECTION FEES

The areas receiving direct benefit from said Sewer are designated on Exhibit "A" as "Local Area". In the event any present or future owner of the designated "Local Area" shall at any time within fifteen (15) years after the date of this contract, whether by direct tap or connection to a lateral or extension thereof, shall pay to the City of Fort Wayne a Local Connection Fee of $.0724019 per square foot. When the Local Fees are collected, they shall be forwarded to the Developer within sixty (60) days of the receipt thereof.

6. AREA CONNECTION FEES

In addition to the above described "Local Connection Fees", all future users of said Sewer, whether by direct tap or connection to a lateral or extension thereof, shall pay to the City of Fort Wayne the St. Joe Interceptor Area Connection Fee of $475.00 per acre as set forth in Document #74-22909 recorded on October 1, 1974, and a Market Place of Canterbury Sewer Fee of $105.00 per acre as set forth in Document #74-13593 recorded June 17, 1974, for a total of $580.00 per acre. The amounts so collected shall be retained by the City for expansions and improvements as set forth in the aforedescribed Resolutions and deposited with the Fort Wayne Water Pollution Control Utility.

The Local and Area Connection Fees will be due as the areas are platted, developed, or connected to said Sewer.

The Area Connection Fee for the thirty-one (31) lots of the "Area of Developer" as described in Paragraph #3 herein, has been paid.

7. LIMITATION ON USE

Said Sewer shall be constructed for disposal of sanitary sewage only and neither the parties hereto, their successors, or assigns, or any future owner of any land serviced by said Sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water run-off caused by natural precipitation or anything other than sanitary sewage or contaminated waste.

8. COUNCILMANIC APPROVAL

It is understood and agreed that this contract is in all respects subject to approval by the Common Council of City, by duly adopted Ordinance, and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force and effect.

9. WAIVER OF RIGHT TO REMONSTRATE AGAINST ANNEXATION

The Developer, for himself, his successors in title and assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate against or otherwise object to, interfere with, or oppose any pending or future annexation by City of any territory now or hereafter owned by him as described in Article 3 herein, or hereafter served by said Sewer or any extension thereof.

In further consideration and to induce City to execute and ratify this contract, said Developer, for himself, his successors and assigns, agrees by this contract to vest in City the permanent right at its direction to annex to the City of Fort Wayne at any future time by duly authorized Ordinance, the said real estate noted in Article 3 herein.

Developer further agrees that any deeds, contracts, or other instruments

of conveyance made by the Developer, its successors or assigns, transferring or conveying any interest or title in and to any of the real estate described in Article 3 herein, shall contain the waiver and release provisions contained in this Article, which provisions shall run with the land and the acceptance of the delivery of any such instrument from the Developer, his successors and assigns, by any grantee, vendee, or contract purchaser and their successors in title.

The Developer further agrees to record an executed copy of this contract in the Allen County Recorder's Office within ten (10) days of its adoption and approval by the Common Council of the City as hereinafter provided.

Any owner or owners of land which is now, or hereafter located outside the Corporate Limits of City, who connect into the Sewer constructed hereunder, shall be deemed to thereby waive his, her, their or its right to remonstrate against or otherwise object to, interfere with, or oppose any pending or future annexation by City of such land or of the territory in which it is located, or of the area served by said Sewer.

IN WITNESS WHEREOF the parties have subscribed to this Agreement the day and year first above written.

DEVELOPER:
MICHAEL W. THOMAS

By Michael W. Thomas
Michael W. Thomas

CITY OF FORT WAYNE

By Robert E. Armstrong
Robert E. Armstrong, Mayor

BOARD OF PUBLIC WORKS

By Henry P. Wehrenberg
Henry P. Wehrenberg, Chairman

Ethel H. LaMar
Ethel H. LaMar

Max G. Scott
Max G. Scott

ATTEST:
Ursula Miller
Ursula Miller, Clerk

Approved as to form and legality:
Larry D. Burke
Associate City Attorney

This Instrument prepared by Ronald L. Bonar and Associates, Inc.

STATE OF INDIANA )
) SS:
COUNTY OF ALLEN )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Michael W. Thomas, Developer, who acknowledged the execution of the foregoing Agreement for Sewer Extension, as and for his voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal, this 30th day of September, 1977.

Rita A. Stier
Notary Public
Rita A. Stier

My Commission Expires:

6-17-81

STATE OF INDIANA )
) SS:
COUNTY OF ALLEN )

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Robert E. Armstrong, Mayor; Henry P. Wehrenberg, Chairman of the Board of Public Works; Ethel H. LaMar and Max G. Scott, Members of the Board of Public Works; and Ursula Miller, Clerk of the Board of Public Works, who acknowledged the execution of the foregoing Agreement for Sewer Extension, as and for their voluntray act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal, this 24 day of October, 1977.

Notary Public

My Commission Expires:

3-6-80

VILLAS OF THE MARKET PLACE SANITARY SEWERS

LOCAL CONNECTION FEES

OFF-SITE

| | |
|---|---|
| Bid "A" of John Hartman Construction Company (Less inspection cost) | $24,886.75 |
| Inspection Cost | 700.00 |
| Engineering Cost | 2,000.00 |
| Agreement Fees | 300.00 |
| TOTAL OFF-SITE COST | $27,886.75 |
| LESS Change Order No. 1 | - 1,000.00 |
| LESS reduced quantities caused by rerouting | - 6,829.25 |
| Project Cost After Change Order 1 and reduced quan. | $20,057.50 |
| City Oversizing Cost | - 5,189.50 |
| NET COST FOR LOCAL OFF-SITE SEWER | $14,868.00 |

ON-SITE

| | |
|---|---|
| Bid of T-G Excavating, Inc. (Less inspection costs) | $12,390.00 |
| Inspection Cost | 616.00 |
| Remainder of Project (John Hartman Invoice) | 9,013.00 |
| Engineering Cost | 4,000.00 |
| Agreement Fees | 100.00 |
| TOTAL ON-SITE COST | $26,119.00 |
| TOTAL LOCAL SEWER COST | $40,987.00 |

LOCAL AREA BENEFITTING

| | |
|---|---|
| Tract 1 | 58,419 SF |
| Tract 2 | 29,428 SF |
| Tract 3 | 115,015 SF |
| Villas of Market Place (Lots 1 thru 31) | 363,242 SF |
| TOTAL AREA | 566,104 SF |

Cost Per Square Foot $40,987 ÷ 566,104 SF = $.0724019/SF

| | | |
|---|---|---|
| Tract 1 | 58,419 SF @ .0724019/SF | = $4,229.65 * |
| Tract 2 | 29,428 SF @ .0724019/SF | = 2,130.64 * |
| Tract 3 | 115,015 SF @ .0724019/SF | = 8,327.30 * |
| Villas of Mkt Pl. | 363,242 SF @ .0724019/SF | = 26,299.41 * |
| | | $40,987.00 * |

*See Item #6 for area connection fees which are in addition to the local benefits.

3846

TITLE OF ORDINANCE SPECIAL ORDINANCE - AGREEMENT FOR SEWER EXTENSION - VILLAS OF THE MARKET PLACE (CANTERBURY VILLAS) FOR MICHAEL W. THOMAS, DEVELOPER

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS A-77-11-05

SYNOPSIS OF ORDINANCE AGREEMENT FOR SEWER EXTENSION - VILLAS OF THE MARKET PLACE (CANTERBURY VILLAS) FOR MICHAEL W. THOMAS, DEVELOPER

(SEE ATTACHED AGREEMENT FOR SEWER EXTENSION)

(PRIOR APPROVAL ACQUIRED OCTOBER 25, 1977)

EFFECT OF PASSAGE INSTALLATION OF SANITARY SEWER FOR VILLAS OF THE MARKET PLACE

EFFECT OF NON-PASSAGE (NOTE: PRIOR APPROVAL ACQUIRED OCTOBER 25, 1977)

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) ENTIRE COST ASSUMED BY DEVELOPER (CITY TO PAY DEVELOPER (WITHIN TWENTY DAYS AFTER CITY ACCEPTANCE) THE COST OF OVERSIZING WHICH IS HEREIN ESTABLISHED AT $5,189.50 AND DEVELOPER SHALL PAY THE BALANCE OF THE COST OF SAID SEWER)

ASSIGNED TO COMMITTEE

EP Public Works